

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH

455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

P.O. Box 420603

San Francisco

CA 94142-0603



TRAVEL AND SUBSISTENCE PROVISIONS

FOR

FENCE BUILDER (CARPENTER)

IN

IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE, RIVERSIDE,
SAN BERNARDINO, SAN DIEGO, SAN LUIS OBISPO, SANTA BARBARA,
AND VENTURA COUNTIES

23-31-20

RECEIVED
Department of Industrial Relations

JUL 30 1998

Div. of Labor Statistics & Research
Chief's Office

**1997-2000
SOUTHERN CALIFORNIA**

CARPENTERS-FENCE CONTRACTORS AGREEMENT

California Counties: however, the Employer shall notify the District Council having area jurisdiction prior to the start of a job or project. In the event qualified fence installers are available and registered for work as qualified fence installers or helpers in the District Council, such persons shall have preference regarding employment when called by the contractor.

ARTICLE XIX

JOB REGISTRATION

It shall be the duty of the contractor or his representative to report all jobs it is starting to the appropriate District Council officers prior to the commencement of work.

ARTICLE XX

SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the heirs, executors, administrators, purchasers and assigns of the contractor and shall be binding upon the contractor regardless of a change of entity, name or association or joint venture and shall bind any entity or venture who is a principal financially associated with the contractor.

ARTICLE XXI

GENERAL PROVISIONS

A new classification of "Instructor", will be added to the Agreement. The instructor shall be entitled to residential rates and benefits and shall work primarily in the yard training new employees.

A probationary training shall be added to the Agreement. The employer may hire an employee for 120 days during which time the employee shall not receive benefits under the Agreement and, during which time the employee may be discharged for any reason (except Union activity) without recourse to the grievance procedure. These probationary employees will be restricted to working in the Employer's yard. The Employer will not be required to make fringe benefit contributions on behalf of probationary employees.

Employees who voluntarily report to the contractors permanent yard for free transportation to the jobsite will not be compensated for the time in route and return.

Subsistence shall be paid on all jobsites located more than 60 miles from the contractors permanent yard. Effective November 1, 1992 subsistence shall be paid at the rate of \$30.00 per day to each employee where the work is more than 60 miles from the contractor's permanent yard unless the jobsite is within 60 miles of the employee's home.

The Union and the Employer will work to establish either a apprenticeship or trainee program for training carpenter fence builders which will be recognized by the appropriate state and federal authorities. Provisions for such a program will be added to this agreement once such a program is established and recognized.

The parties also agree to further discussions regarding small commercial projects (under \$25,000.00) and the Union and the Employer will monitor that market and discuss further contract modifications necessary to keep the Employer competitive. The parties also specifically agree that incorporated into this agreement are the provisions of the Master Labor Agreement dealing with the Work Preservation Committee. The Employer will be permitted to utilize the Work Preservation Committee on appropriate projects.

ARTICLE XXII

UNIFORM STANDARDS

The Union agrees that it will assert efforts legally permissible through collective bargaining to secure uniform standards of compensation and working conditions throughout the fence industry in the Twelve Southern California Counties.

ARTICLE XXIII

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1997, and shall remain in full force and effect until June 30, 2000, and shall continue in effect thereafter for yearly terms unless either party serves written notice upon the other at least sixty (60) days prior to the expiration date but not more than ninety (90) days prior to the expiration date of the desire of that party to change, amend, alter, modify or terminate this Agreement.

Signed this 1ST day of JULY 1997

C & W FENCE CO., INC.
CONTRACTOR (Print exactly as listed with State License Board)